

SECTION 01 93 52 MAINTENANCE BY CONTRACTOR

PART 1 - GENERAL

1.01 SERVICE DURING CONSTRUCTION

- A.** Service and maintain equipment and systems from the time they are made operable until such time as the Owner is required to undertake service and maintenance according to the Contract Documents. Provide service and maintenance in accordance with the Maintenance Agreement specifications.
- B.** In the absence of an otherwise established timetable, the Owner is required to undertake service and maintenance upon completion of Contractor's duties set forth in Article 1.02 and certification of substantial completion of the entire Work. Certification of substantial completion of portions of a system, or of part of a group of equipment, which group or system is to be covered by a specified maintenance agreement, shall not relieve Contractor of obligation to continue service and maintenance.

1.02 MAINTENANCE AGREEMENTS

- A.** Provide for Vendor execution of specified maintenance agreements, including preparation of forms and attachments, transmittal of paperwork between parties, and settling disagreements and misunderstandings. Deliver completed maintenance agreements and attachments to Owner, ready for Owner to issue Purchase Order, before submitting the first application for payment.
- B.** Maintenance agreements shall be executed on duplicates of the forms included in the specifications, with all blank informational spaces filled in, and modifications, if any, made by means of an attached and referenced exhibit.
- C.** Maintenance agreements shall be based on the covenants made in Contractor's bid, as may have been made an exhibit to the construction Agreement, and may have been modified since by change order. A change order that affects a maintenance agreement shall have attached to it an exhibit showing the consent of the maintenance Vendor, or the changes affecting the maintenance agreement shall be void.
- D.** Once maintenance agreements are executed:
 - 1.** Provide three (3) counterparts of maintenance agreements to Owner.
 - 2.** Provide at least one (1) counterpart to the maintenance Vendor.
 - 3.** Retain sufficient copies for insertion in the Project Data Binders.

END OF SECTION